

3960  
1 BILL NO. S-78-02-11

2 SPECIAL ORDINANCE NO. S-28-78

3 AN ORDINANCE approving a contract with  
4 Nobis Construction Co., for Sewer  
Improvement Resolution No. 295-77 -  
Glenwood Park Lift Station Sewer Ex-  
5 tension.

6 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF  
7 FORT WAYNE, INDIANA:

8 SECTION 1. That the contract dated January 19, 1978,  
9 between the City of Fort Wayne, by and through its Mayor and the  
10 Board of Public Works and Nobis Construction Co., for:

11 MAIN LINE

12 Beginning at an existing sanitary sewer manhole located  
13 5+ LF west of and 5+ LF south of the northwest corner of  
14 lot 34 Sanibel Acres, Section B, as recorded in Plat Book  
15 27, Page 89; thence due east 355+ LF to a proposed manhole  
16 located 5+ LF east of and 1+ LF north of the northeast corner  
17 of Lot 54 of Gerke's Trier Road Addition, Section 3, as  
18 recorded in Plat Book 27, Page 43 and 44; thence southerly  
19 125+ LF along the east property line of said lot 54 to a pro-  
posed manhole located 5+ LF east of and 1+ LF south of the  
southeast corner of said lot 54; thence due east 900+ LF  
to a proposed manhole located 5+ LF south of and 1+ LF east  
of the northwest corner of lot 7 of Gerke's Trier Road Addi-  
tion, Section 3, as recorded in Plat Book 18, Page 157;  
thence due south 300+ LF to the existing sanitary sewer wet  
well of the Glenwood Park Lift Station.

20 Said sewer shall be 15" in diameter.

21 LATERAL #1

22 Beginning at an existing sanitary sewer manhole located 20+-  
23 LF west of and 20+ LF south of the southwest corner of lot  
24 31 of Sanibel Acres, Section B as recorded in Plat Book 28,  
Page 89; thence due north 60+ LF terminating at a proposed  
bulkhead.

25 Said Sewer shall be 8" in diameter.

26 LATERAL #2

27 Beginning at an existing sanitary sewer manhole located 5+  
28 LF west of and 5+ LF south of the northwest corner of Lot 34 of  
Sanibel Acres, Section B, as recorded in Plat Book 27, Page 89;  
thence due north 60+ LF terminating at a proposed bulkhead.

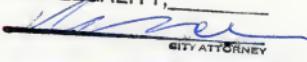
29 Said sewer shall be 8" in diameter.

30 LATERAL #3

31 Beginning at a proposed sanitary sewer manhole located 10+  
32 LF south of and 5+ LF west of the northeast corner of Lot 8  
33 of Gerke's Trier Road Addition, Section 1, as recorded in Plat  
Book 18, Page 157; thence northeasterly to a proposed clean-  
out located 20+ LF east of and 1+ LF north of the southeast  
corner of Lot 85 of Gerke's Trier Road Addition, Section 3,  
Plat Book 27, Pages 43 and 44.

35 Said Sewer shall be 8" in diameter

**APPROVED AS TO FORM  
AND LEGALITY,**

  
\_\_\_\_\_  
CITY ATTORNEY

1 for a total cost of \$59,783.00, all as more particularly set forth  
2 in said contract which is on file in the Office of the Board of  
3 Public Works and is by reference incorporated herein, made a part  
4 hereof and is hereby in all things ratified, confirmed and  
5 approved.

6 SECTION 2. This Ordinance shall be in full force and  
7 effect from and after its passage and approval by the Mayor.  
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13 Councilman  
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Read the first time in full and on motion by Nuckles, seconded by Hunter, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock M., E.S.T.

DATE: 2-14-78

Charles W. Talarico  
CITY CLERK

Read the third time in full and on motion by Nuckles, seconded by D. Schmidt, and duly adopted, placed on its passage.

PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
<u>TOTAL VOTES</u>	<u>8</u>	<u>0</u>	_____	<u>1</u>	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>HINGA</u>	_____	_____	_____	<u>X</u>	_____
<u>HUNTER</u>	<u>X</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 2-28-78

Charles W. Talarico  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as  
(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE  
(RESOLUTION) NO. 2-28-78 on the 28<sup>th</sup> day of February, 1978

ATTEST: (SEAL)

Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 1<sup>st</sup> day of March, 1978, at the hour of 11:30 o'clock A.M., E.S.T.

Charles W. Talarico  
CITY CLERK

Approved and signed by me this 6<sup>th</sup> day of March, 1978, at the hour of 9:00 o'clock A.M., E.S.T.

Ronald Armstrong  
MAYOR

Bill No. S-78-02-11

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance  
approving a contract with Nobis Construction Co., for Sewer Improvement  
Resolution No. 295-77 - Glenwood Park Lift Station Sewer Extension

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance PASS.

JOHN NUCKOLS - CHAIRMAN

PAUL M. BURNS - VICE CHAIRMAN

WINFIELD C. MOSES, JR.

DONALD J. SCHMIDT

JAMES S. STIER

CHARLES W. WEALAND, CITY CLERK

65-213-3 1/9/78

# CONTRACT AND BOND

This Agreement, Made and entered into as of the January <sup>19<sup>th</sup> day of</sup>

January 19 78, by and between Nobis Construction Co.

the County of Allen and State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, party of the second part, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An act concerning municipal corporations," approved March 6, 1905, and the provisions of all acts amendatory thereto and supplemental thereof.

WITNESSETH, That the party of the first part covenants and agrees to construct

SEE EXHIBIT A

for the Following Prices

SEE EXHIBIT A

The said party of the first part expressly agrees to make the improvements herein specified in strict accordance with the provisions of SANITARY SEWER Improvement Resolution No. 295-77 and in accordance with the plans, profiles and specifications for the improvement on file in the office of the Department of Public Works of said city. The resolutions, profiles, plans, specifications and bids for work herein specified are hereby made a part of this contract as fully and effectually as if herein set out in full.

The said party of the first part further agrees to do and perform all of said work to the entire satisfaction of the Board of Public Works and to complete the same within 240 days after the date of Execution of this contract. To each of the conditions and stipulations of this contract the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this 19<sup>th</sup> day of December 19 77

ATTEST:

Beth A. Nobis  
Corporate Secretary

Nobis Construction Co. Inc.

By: William M. Nobis

Its President  
Contractor, party of the first part.

This contract approved by us this 19

day of January 19 78

BOARD OF PUBLIC WORKS,  
Party of the second part.

Henry P. Weinberg  
Stanley L. Brown

Rahal Armstrong

Mayor

Ursula Miller  
Secretary and Clerk

# LIABILITY BOND

KNOW ALL MEN BY THESE PRESENTS, That we \_\_\_\_\_

Nobis Construction Co. Inc. \_\_\_\_\_

as principal and \_\_\_\_\_

Fidelity and Deposit Company of Maryland \_\_\_\_\_

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Fifty-Nine  
Thousand Seven Hundred Eighty-three and 00/100 Dollars (\$ 59,783.00)  
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,  
executors, administrators and assigns firmly by these presents.

The condition of the above obligations are such, that if the above named party of the first part shall  
faithfully comply with the foregoing contract made and entered into the \_\_\_\_\_

day of \_\_\_\_\_, with the City of Fort Wayne, Indiana, and shall faithfully  
fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the  
sewer as to the workmanship, material and conditions for the period of One (1) years, according to  
the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and  
remain in full force and virtue in law and in the event the said City shall extend the time for the com-  
pletion of said work, such extension shall not in any way release the sureties on this bond.

Witness our hands and seals this 19<sup>th</sup> day of December 1977

NOBIS CONSTRUCTION CO. (SEAL)

BY: William W. Nobis (SEAL)

IT'S: President (SEAL)

Donald J. Coffey (SEAL)  
FIDELITY & DEPOSIT CO. OF MARYLAND

Approved this 19 day of January 1978

APPROVED AS TO FORM AND LEGALITY

Terry J. Brown  
CITY ATTORNEY

ATTEST: William Miller  
Clerk Board of Public Works.

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5,68,69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, Page 545, being Section 9459 of Burns Annotated Statutes Volume IV) (Section 40-1214 Burns Annotated 1952 Revision Volume VIII). It is further stipulated that any judgment rendered against the City of Ft. Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given to said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

EXHIBIT A

WITNESSETH, That the party of the first part covenants and agrees to construct a Sanitary Sewer, described as follows:

MAIN LINE

Beginning at an existing sanitary sewer manhole located 5± LF west of and 5± LF south of the northwest corner of lot 34 Sanibel Acres, Section B, as recorded in Plat Book 27, Page 89; thence due east 355± LF to a proposed manhole located 5± LF east of and 1± LF north of the northeast corner of lot 54 of Gerke's Trier Road Addition, Section 3, as recorded in Plat Book 27, Page 43 and 44; thence southerly 125± LF along the east property line of said lot 54 to a proposed manhole located 5± LF east of and 1± LF south of the southeast corner of said lot 54; thence due east 900± LF to a proposed manhole located 5± LF south of and 1± LF east of the northwest corner of lot 7 of Gerke's Trier Road Addition, Section 3, as recorded in Plat Book 18, Page 157; thence due south 300± LF to the existing sanitary sewer wet well of the Glenwood Park Lift Station.

Said sewer shall be 15" in diameter.

LATERAL #1:

Beginning at an existing sanitary sewer manhole located 20± LF west of and 20± LF south of the southwest corner of lot 31 of Sanibel Acres, Section B as recorded in Plat Book 28, Page 89; thence due north 60± LF terminating at a proposed bulkhead.

Said Sewer shall be 8" in diameter.

LATERAL #2

Beginning at an existing sanitary sewer manhole located 5± LF west of and 5± LF south of the northwest corner of Lot 34 of Sanibel Acres, Section B, as recorded in Plat Book 27, Page 89; thence due north 60± LF terminating at a proposed bulkhead.

Said sewer shall be 8" in diameter.

LATERAL #3:

Beginning at a proposed sanitary sewer manhole located 10± LF south of and 5± LF west of the northeast corner of Lot 8 of Gerke's Trier Road Addition, Section 1, as recorded in Flat Book 18, Page 157; thence northeasterly to a proposed cleanout located 20± LF east of and 1± LF north of the southeast corner of Lot 85 of Gerke's Trier Road Addit-on, Section 3, Plat Book 27, Pages 43 and 44.

Said Sewer shall be 8" in diameter.

for the following prices

15" RCP CLASS V	SEVENTEEN AND 40/100 DOLLARS	\$ 17.40
8" VCP CL. 700	TEN AND 40/100 DOLLARS	10.40
C.F.W. STD. MH TYPE I-A	NINE HUNDRED TWENTY FIVE AND 00/100 DOLLARS	925.00
C.F.W. STD. CLEANOUT	THREE HUNDRED FORTY AND 00/100 DOLLARS	340.00
#73 STONE BACKFILL	SEVEN AND 00/100 DOLLARS	7.00
6-Inch "T" or "Y" TAPS		
TO PL INCL. PERMIT	TWO HUNDRED FIFTY AND 00/100 DOLLARS	250.00
SEEDING & 2" MULCH	EIGHTY (80/100) CENTS	.80
2' WIDE ROLLER CURB		
REPLACEMENT	SIX AND 00/100 DOLLARS	6.00
6" CONCRETE DRIVES	NINE AND 00/100 DOLLARS	9.00
14" DEEP STR. ASPHALT	TWELVE AND 00/100 DOLLARS	12.00
10" HI-EARLY P.C.		
CONCRETE PAVEMENT	TWELVE AND 00/100 DOLLARS	12.00
INCL CURB		
STD. DROP PIPE	FIFTY AND 00/100 DOLLARS	50.00
SEE CLIAL BACKFILL	FIVE AND 70/100 DOLLARS	5.70
TREE & SHRUB REMOVAL		
& REPLACEMENT	LUMP SUM	400.00
12" DEEP RIPRAP SLOPE		
PROTECTION	SEVEN AND 00/100 DOLLARS	7.00
4" TO 12" C-700 CLAY PIPE REPL.	FIVE AND 00/100 DOLLARS	5.00
LIFT STA. REMOVAL	LUMP SUM	1,500.00

# GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we \_\_\_\_\_

Nobis Construction Co., Inc.

Contractors

as principal and Fidelity and Deposit Company of Maryland

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Fifty-Nine  
Thousand Seven Hundred Eighty-three and 00/100 DOLLARS (\$ 59,783.00)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns firmly by these presents.

The conditions of the above obligations are, that whereas the said \_\_\_\_\_

Nobis Construction Co.

did on the \_\_\_\_\_ day of \_\_\_\_\_ enter into a contract with the City  
of Fort Wayne, Indiana, by and through its Board of Public Works, for the construction of a sewer in and  
along \_\_\_\_\_ (see description Page 1 Res. 295-77)

according to certain plans and specifications, and also warranting and guaranteeing the work, material and  
conditions of the sewer as provided in the aforesaid contract, plans and specifications.

Now, if the said Nobis Construction Co., Inc.

shall faithfully perform and fulfill all the requirements of said war-  
ranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for,  
then this bond to be null and void otherwise to be in full force and effect.

WITNESS our hands and seals this 19<sup>th</sup> day of December 19 77

NOBIS CONSTRUCTION CO.

(SEAL)

BY: William M. Nobis

(SEAL)

IT'S: President

(SEAL)

Donald E. Coffey

Fidelity & Deposit Co. of Maryland

19 77

Attest:

Beth A. Nobis  
Corporate Secretary

Approved this 19 day of January 19 78

Henry B. Weisberg  
Edith J. Larson

Board of Public Works.

ATTEST: Ursula Miller  
Clerk

**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

HOME OFFICE BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by **G. M. FECOT, JR.**, Vice-President, and **PAUL E. ZACHARSKI**, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint **Walter H. Lupke, Jr.**, **Duane E. Lupke**, **Donald L. Coffey**, **Edward B. Rice**, **Walter E. Boose**, **Paula W. Schneider**, **Marvin P. Martin**, **Lowell K. Zelt** and **Virginia T. Axson**, all of Fort Wayne, Indiana, EACH.....  
its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surely, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of **Walter H. Lupke, Jr.**, et al., dated November 6, 1975.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 21st..... day of June....., A.D. 1976.....

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

ATTEST:



STATE OF MARYLAND  
CITY OF BALTIMORE } ss:

On this 21st day of June, 1976, before the subscriber, a Notary Public of the State of Maryland, at a duly convened meeting, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposes and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

In TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



By.....

*Paul E. Zacharski*  
Vice-President

Notary Public Commission Expires July 1, 1978

**CERTIFICATE**

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

In TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this day of..... 19.....

*W. S. Beatty*  
Assistant Secretary

ARTICLE IV, NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

(b) That neither the Contractor, subcontractor, nor any person on his behalf, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color.

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of Five (\$5.00) Dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

(e) The City of Fort Wayne, Indiana, the Economic Development Administration, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the grant program for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana for 1935, and all acts amendatory thereof and supplemental thereto, or Federal Wage Scale published by the United States Department of Labor pursuant to provisions of the Davis-Bacon Act, whichever is the highest.

The Contractor agrees to furnish a certificate from the Industrial Board of the State of Indiana, showing that he has complied with all the provisions of the Workmen's Compensation Act of the State of Indiana.

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF OCTOBER, NOVEMBER AND DECEMBER, 1977, in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

## TRADES OR OCCUPATION

	CLASS	RATE PER HR.	H.W.	PEN.	VAC.	APP.	MISC.
ASBESTOS WORKER	S	12.30	50¢	75¢			3if
BOILERMAKER	S	11.70	80	1.00		3¢	
BRICKLAYER	S	10.34	45	50		1	4if
CARPENTER (BUILDING) (HIGHWAY)	S	9.85		6¢		7	2if
	S	10.08	45	35		5	2if
CEMENT MASON	S	9.35	75	40		1	
ELECTRICIAN	S	11.30	40	1¢+30		6	
ELEVATOR CONSTRUCTOR	S	10.18	49½	32	8¢	2	
GLAZIER	S	9.53		12		40	4
IRON WORKER	S	10.75	75	85		1	2if
LABORER (BUILDING) (HIGHWAY) (SEWER)	S-SS US	7.25-7.55	60	45		9	
	S-US-SS	7.15-8.00	60	45		9	
	S-US-SS	7.15-7.95	60	45		8	
LATHER	S	8.20		25		1	2if
HILLWRIGHT & PILEDRIVER	S	10.18		6¢		7	2if
OPERATING ENGINEER (BUILDING) (HIGHWAY) (SEWER)	S-SS US	7.90-11.00	40	55		8	
	S-SS-US	7.96-10.30	40	40		8	
	S-SS-US	8.00-10.30	40	40		5	
PAINTER	S	8.60-9.60	42	45		10	6¢disc.
PLASTERER	S	9.27	60	40			
PLUMBER & STEAMFITTER	S	11.35	45	75		7	4if
MOSAIC & TERRAZZO GRINDER	S	8.10-9.45					
ROOFER	S	9.45		10			
SHEETMETAL WORKER	S	10.54	40	35		4	13if
TEAMSTER (BUILDING) (HIGHWAY)	S-SS US	8.68-9.63	23.00pw	28.00pw			
	S-SS-US	8.23-8.83	23.50pw	28.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or subcontractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 26 DAY OF Sept. 1977

Wayne T. Kepler  
REPRESENTING GOVERNOR STATE OF INDIANA

Henry P. Whisnant  
REPRESENTING THE AWARDING AGENCY

Fred M. Rice  
REPRESENTING STATE A.F.T. & C.I.O.

TITLE OF ORDINANCE SPECIAL ORDINANCE - SEWER IMPROV. RES. NO. 295-77 - NOBIS CONSTRUCTION CO.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

*S 78-02-11*

SYNOPSIS OF ORDINANCE CONTRACT FOR SEWER IMPROVEMENT RESOLUTION NO. 295-77, NOBIS CONSTRUCTION CO., GLENWOOD PARK LIFT STATION SEWER EXTENSION, IN THE AMOUNT OF \$59,783.00  
(SANIBEL ACRES/GERKE'S TRIER ROAD ADD. AREA)

(CONTRACT ATTACHED)

PRIOR APPROVAL ACQUIRED JANUARY 12, 1978

EFFECT OF PASSAGE INSTALLATION OF SEWER EXTENSION FOR ABOVE-DESCRIBED AREA

EFFECT OF NON-PASSAGE INABILITY TO CONSTRUCT SEWER

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$59,783.00 FROM CITY UTILITIES

ASSIGNED TO COMMITTEE \_\_\_\_\_

EP

*Public Works*